

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. FA4600-09-B-9002	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 27-Mar-2009	PAGE OF PAGES 1 OF 42
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. F3H3G29061A002	6. PROJECT NO.
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7. ISSUED BY 55 CONTRACTING SQUADRON 101 WASHINGTON SQ BLDG 40 OFFUTT AFB NE 68113-2107  TEL: 402 294-2628      FAX:	CODE FA4600	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL:      FAX:
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9. FOR INFORMATION CALL:	A. NAME DOUGLAS D. JANNEY	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 402-232-6484
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**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

RECOVERY: Repair Basewide Gas Mains Phase 3, Project Number SGBP-06-0023P3

Notice to Bidder, funds are reasonably assured for this project. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date

Project Magnitude: Between \$500,000 and \$1,000,000  
 NAICS 237120  
 Size Standard \$33.5 Million

This project is 100% Set Aside for Certified Hub Zone firms  
 Site Visit: Interested bidders will meet at the Bellevue Welcome Center, 1600 HWY 370, Bellevue NE 68005, at 9:00 am CDT on 6 May 2009.  
 Please RSVP to SSgt Douglas D Janney at douglas.janney@offutt.af.mil

The bids shall be submitted to the 55th Contracting Squadron no later than 1:30 pm CDT on 25 May 2009 and may be hand delivered or mailed to 55th CONS/LGCA Attn: SSgt Douglas Janney 101 Washington Sq. Offutt AFB, NE 68113-2107

A bid bond in the amount of 20% of the bid is required with the bid Offerors must complete reps and certs within ORCA, or offer shall be returned without consideration. Offerors must be registered with the Central Contractor Registration (CCR) database in order to receive award, see DFARS 252.204-7004. One award will be made based on total contract price.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>380</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211-10)</i>	
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 01:30 PM (hour) local time 25 May 2009 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 165 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)***ITEM**25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ **28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ **29. AWARD** *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED  
TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

## Section A - Solicitation/Contract Form

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Repair Gas mains/valves Basewide FFP Remove and replacer Gas Mains/Valves Basewide phase 3. In accordance with attached drawings and specs In accordance with the specifications and drawings dated 20 May 2008 FOB: Destination MILSTRIP: F3H3G29061A002 SIGNAL CODE: A	1	Lump Sum		

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NET AMT



## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	380 dys. ADC	1	F3H3G2 - 55 CES/CEC DOUG SHAPLAND 106 PEACEKEEPER DR STE 2N3 OFFUTT AFB NE 68113-4019 294-5365 FOB: Destination	F3H3G2

## CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

Section G - Contract Administration Data

CONTRACT ADMINISTRATION

See Section H for Contract Administration



## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## LOCAL REQUIREMENTS

14 Feb 08

A. INVOICE SUBMISSION AND PAYMENT

## INV-B INVOICE SUBMITTAL

Contractors can register and begin submitting electronic invoices immediately through the Wide Area Workflow Receiving and acceptance Internet site: <https://wawf.eb.mil/>. On-line training is available at this Internet site to vendor and government receiving officials. Contractors using Wide Area Work Flow, use the Construction Invoice, Combination Invoice/DD250, or Two-in-One Invoice Per DFARS 252.232-7003, (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil/>.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil/>.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats. Information regarding EDI formats is available on the Internet at <http://www.X12.org>.
- (4) Another electronic form authorized by the Contracting Officer.
- (5) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.
- (6) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

A COPY of the invoice (to be used for verification and receipt) shall be submitted to:

55 CES/CEO  
ATTN: DON WHEELER  
106 PEACEKEEPER, SUITE 2N3  
OFFUTT AFB NE 68113

ELECTRONIC SUBMISSION OF INVOICES AND RECEIVING REPORTS IS  
MANDATORY in accordance with DFARS 252.232-7003

- (1) ELECTRONIC SUBMISSION VIA WIDE AREA WORKFLOW (WAWF): Contractors must register and begin submitting electronic invoices immediately through the Wide Area Workflow Receipt and Acceptance Internet site: <https://wawf.eb.mil/>. On-line training is available at <http://www.wawftraining.com> Use the following data elements to invoice for construction, services, or supplies procured via this contract. The award document number is located in the lower right-hand corner.

Invoice Type: Invoice and Receiving Report:  
Construction = Construction

Description	SF1449	DD1155	SF 1442
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	Located in Block		
Contract Number	2	1	4
Delivery Order	4	2	-
Cage Code	17a	9	14
Paying Office	18a	15	27
Inspection	See Schedule: INSPECTION AND ACCEPTANCE		
Acceptance	See Schedule: INSPECTION AND ACCEPTANCE		
Issue Date	3	3	3
Issue By DoDAAC	9	6	7
Admin DoDAAC	16	7	26
Ship to Code	16	7	26
Ship to Code Extension	15	14	-
Services or Supplies	Based on majority of requirement as determined by monetary value		
Shipment Number	Contractor Shipment Number, Invoice Number (supplies) or period of performance (service). Limitation: 13 characters		
Final Invoice?	<i>Changing "N" (no) to "Y" (yes) will terminate your ability to invoice against this contract and deobligate remaining funds. Change "N" to "Y" for the final invoice ONLY.</i>		
Contractor MUST Send Additional Email Notification To:			
Contract Administrator: douglas.janney@offutt.af.mil			
Contracting Officer: theresa.hess@offutt.af.mil			
CE POC: don.wheeler@offutt.af.mil			

## (2) PAYMENT WILL BE MADE BY:

Defense Finance and Accounting Service  
DFAS-FVB/LI  
27 Arkansas Road  
Limestone, ME 04751-1500

Contact DFAS-FVB/LI to check payment status at (800) 390-5620 or (207) 328-5620 or via website [www.dfas.mil](http://www.dfas.mil): (Commercial Pay, then Vendor Pay Inquiry System (VPIS), then Non-MOCAS System: then Query by Contract Number, EFT Trace Number, DUNS Number or Cage Code)

B. CHANGES TO THIS CONTRACT / PURCHASE ORDER / DELIVERY ORDER

The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

Contractual problems, of any nature, which might occur during the life of the contract must be handled in conformance with public laws and regulations and must be referred to the CO for resolution. Only the CO is authorized to formally resolve such problems. Therefore, the Contractor is hereby directed to bring all such



contractual problems to the immediate attention of the CO. Any request for contract changes/modification shall be submitted to the CO.

#### C. CCR REGISTRATION

Invoice payment cannot be made if a contractor's Central Contractor Registration (CCR) is inactive. Invoices received from a contractor who fails to maintain active CCR registration are considered to be improper and may be returned. The contractor is responsible to maintain active CCR registration until final payment has been made. CCR registration must be updated and renewed annually. <http://www.ccr.gov>

#### D. DELIVERY / BASE ACCESS REQUIREMENTS

Delivery personnel must use the SAC Gate off of Capehart road south of the Bellevue, Nebraska , Highway 370 exit. Report to the Visitor's Center and call for escort (if needed) to the final destination:

POC: TBD _____ (402) _____ _____ (402) _____
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Delivery vehicles are subject to search by Security Forces personnel. All tools, including assembly tools, must be secured within a toolbox in the trailer of the vehicle and should not be transported on base in the cab of the vehicle. All personnel accessing Offutt Air Force Base will be held to safety/security rules of engagement when entering and while on base. These rules include a ban on weapons to include firearms, loaded or otherwise, and the transport of any explosive material.

#### E. NATIONAL CRIME INFORMATION CENTER (NCIC) BACKGROUND CHECK

1. In addition to the requirements identified in FAR 52.204-9 - Personal Identity Verification of Contractor Personnel and AFFARS 5352.242-9000 - Contractor access to Air Force installations, all contract employees require a positive NCIC background check prior to being granted access to Offutt AFB in accordance with the installation security policy. To expedite this requirement, the contractor shall complete NCIC Data Memo for every employee proposed to perform work under this contract requiring physical access to Offutt AFB. All completed forms will be forwarded to the following POC no later than 3 business days prior to the contract start date:

55 SFS/S5A  
Mr. William J. Mercier  
198 Butler Blvd.  
Offutt AFB, NE 68113  
Phone: (402) 294-5252  
Email: William.Mercier@offutt.af.mil

A memorandum shall be prepared for each follow-on/replacement employee who is not provided with the initial group of employee data. Each shall be provided no later than 3 business days prior to the proposed individuals start date.

2. If an individual is denied a base pass/access to the installation, the contractor is not prohibited from hiring that individual for work on this contract as long as the work entailed does not require the individual to have physical access to Offutt AFB or any of its facilities. Employees who refuse to complete the form will be denied access to the installation.



3. All illegal aliens are considered unauthorized individuals and will be barred from the base. Illegal aliens attempting entry or found on the installation (if incorrectly issued a pass) will be processed as an unauthorized individual and removed from the installation. In addition to notifying the contractor of the illegal alien, the Offutt AFB Security Forces will notify AF Office of Special Investigations, local police and the US Immigration and Customs Enforcement office. Contractors are prohibited from hiring illegal aliens for work on a Government contract and the other Government agencies contacted upon discovery of the illegal may seek corrective and/or punitive actions pursuant to law against the hiring organization if violations occur.

4. The below list, which is to be verified every 30 days during contract performance, identifies reasons why an individual, if they are identified during the NCIC check, would be denied access to Offutt AFB:

**Disqualifiers that would deny contract employee's entry/access to the installation or its facilities:**

- U.S. Citizenship, immigration status, or Social Security Account Number cannot be verified.
- Wanted by federal or civil law enforcement authorities, regardless of offense or violation.
- Conviction of firearms or explosives violation within the past three years.
- Incarcerated for 12 months or longer within the past three years, regardless of offense or violation.
- Conviction of espionage, sabotage, treason or terrorism, murder, sexual assault, armed assault/robbery, rape, child molestation, drug possession with intent to sell, or drug distribution.
- Name appears on any federal agency's "watch list" or "hit list" for criminal behavior or terrorist activity.
- Any other criminal activity identified on the NCIC check that the Wing Commander determines to be so serious as to pose a possible threat to the safety and security of base personnel and facilities.

5. A 100% Base Pass check is required for all contractors (even if a passenger in an authorized vehicle) and contract vehicles entering the installation. Contractors are not authorized to bring guests or other contract employees onto the installation unless those individuals are personally in possession of a base pass or Government Identification card.

**F. MOTOR VEHICLE OPERATION ON BASE**

1. Contractor personnel are advised that seat belt usage is mandatory at all times on Offutt AFB. Nebraska state law requires the use of restraints in a vehicle. Air Force Instruction 31.204, Air Force Motor Traffic Supervision, prescribes that installation commanders must ensure drivers comply with state and local traffic laws both on and off base. Accordingly, while on Offutt AFB, operators and passengers must wear restraints and may be ticketed by Offutt security personnel for failure to comply. Repeated offenses on Offutt AFB will result in the loss of on-base driving privileges and could have an adverse affect on you ability to perform your contract.

2. Contractor personnel are advised that Vehicle operators on a DoD installation and operators of Government owned vehicles will not use cell phones unless the vehicle is safely parked or unless they are using a hands-free device. The wearing of any other portable headphones, earphones, or other listening devices (except for hands-free cellular phones) while operating a motor vehicle is prohibited (DoD Joint Motor Vehicle Traffic Supervision Regulation, paragraph 4-2). Using a cell phone while driving, without a hands free device will be considered a "primary offense", meaning that violators will be able to be stopped and ticketed solely for this offense. Repeated offenses on Offutt AFB will result in the loss of on-base driving privileges and could have an adverse affect on you ability to perform your contract.

**G. WORK SCHEDULE**

Working hours for the contractor will normally be between the hours of 8:00 A.M. and 5:00 P.M., excluding Saturdays, Sundays, and Federal holidays (unless otherwise specified). If the contractor desires to work during

periods other than above, additional Government inspection forces may be required. The contractor must notify the Contracting Officer (CO) three days in advance of this intention to work during other periods. This allows assignment of additional inspection forces when the CO determines that they are reasonably available. If such force is reasonably available, the CO may authorize the contractor to perform in excess of their normal duty hours/days solely for the benefit of the contractor, the actual cost of the inspection at overtime rates will be charged to the contractor. These adjustments to the contract price may be made periodically as directed by the CO.

#### LEGAL HOLIDAYS OBSERVED AT MILITARY INSTALLATIONS

* New Years Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
*Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
*Christmas Day	25 December

\*The above marked Federal holidays which fall on Saturday or Sunday will be observed either on Friday or Monday.

#### WINTER EXCLUSION

The winter exclusion is applicable to this contract. No work will be required during the period of 1 December through 31 March (inclusive). The contractor may, however, perform work during all or any part of this period by submitting written request to the Contracting Officer. The contractor shall submit, along with their request to work, a schedule of work to be performed during said exclusion period.

NOTE: Winter Exclusion days have already been integrated into the Delivery Schedule provided in Section F.

#### H. PROGRESS SCHEDULE

(1) The Contractor shall submit a completed AF Form 3064 within ten days after effective date of the Notice to Proceed.

(2) The Contractor shall submit a completed revised AF Form 3064 within ten days after effective date of a modification if required or if requested by the Contracting Officer.

(3) Progress payments shall not be made unless an approved AF Form 3064 is on file.

(4) Should the contractor fail to submit a completed AF Form 3064, as stated in para. (1) & (2), the Contracting Officer may, at his/her option, suspend work at no cost to the Government, until a satisfactory AF Form 3064 is submitted

#### I. ADMINISTRATIVE AUTHORITY

(1) Following award, this contract will be administered by the 55<sup>th</sup> Contracting Squadron. The following address and telephone number of the Contracting Officer are as follows:

55<sup>th</sup> Contracting Squadron/LGCA  
101 Washington Square, Bldg 40  
Offutt AFB NE 68113-2107



Contracting Officer: Theresa Hess  
Telephone Number: 402-232-5993  
Contract Administrator: Douglas D. Janney  
Telephone Number: 402-232-6484  
Fax Number: 402-294-4069

(2) All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the CO.

#### J. REQUIRED INSURANCE (IAW FAR 28-306(b))

Reference FAR clause entitled "Insurance . . . " the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

(1) Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

(2) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

(3) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

#### K. MATERIAL PAYMENTS

(1) Payments may be made for major high-value materials, in advance of installation.

(2) Payment for materials stored off-site will not be made unless sound procedures (such as a bonded warehouse) are established for their accountability and control, subject to the same procedures outlined in 3(c) below.

(3) Payment for major high-value materials stored on Offutt AFB may be made subject to the following:

(a) To be eligible for payment in advance of installation, materials must be shown as a percentage of the work and submitted for approval. In order to properly evaluate this item, a complete breakdown by quantity, item description, and cost for each major, high-value item must be furnished. Once approved, no changes will be allowed to include additional materials for payment.

(b) A joint inventory and inspection of such items approved for payment must be made by the contractor and the contract administrator of the Contracting Office to ensure that the quantities are valid, the items are as described, and sufficient security measures have been taken to prevent damage or theft.

(c) Although materials paid for become the property of the Government, the contractor remains responsible for all materials delivered and work performed until completion and acceptance of the construction work. Responsibility for safeguarding material until final inspection and inspection rests with the contractor.

(d) The contractor must prove he has title to the materials (i.e., paid invoices) and will use them to perform the contract.



(e) When requesting payment for approved materials, the contractor must provide a certificate, substantially as shown below, in addition to submitting supplier's paid invoice.

(1) \_\_\_\_\_ (Contractor's Name) hereby transfers and assigns to Offutt AFB all its rights, titles, and interest of every kind and character in and to all of the goods described in the attached request for payment. Those who have furnished materials or supplied such goods to us have executed a waiver of claim and lien, a copy of which is attached

(2) \_\_\_\_\_ (Contractor's Name) acknowledges that, despite transfer of title, until such goods have been delivered to the job site, incorporated into the work, inspected and accepted, shall \_\_\_\_\_ (Contractor's Name) remain responsible for:

- a. Cost and expenses of storage, as applicable;
- b. Insurance premiums;
- c. Deterioration of such goods.
- d. Loss or mysterious disappearance of such goods; and
- e. Such portion of goods not in accordance with the contract requirements.

(3) \_\_\_\_\_ (Contractor's Name) hereby acknowledges that it has no interest in such goods by virtue of retained possession, and states that it keeps such goods for Offutt AFB and disclaims any claims against such goods for storage cost, for unpaid contract retainage, or for any other reason.

(4) The Contracting Officer will have the final decision on which materials are major, high-value materials.

#### L. BONDS

(1) Performance and Payment Bonds. Within ten days after award, the contractor shall furnish two bonds executed on the required forms, each with good and sufficient surety or sureties acceptable to the Government; namely a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sums of such bonds shall be as follows (performance bonds are not required for contracts of \$100,000 or less):

(a) Performance Bond: The penal amount of performance bonds must equal—

- (1) 100 percent of the original contract price; and
- (2) If the contract price increases, an additional amount equal to 100 percent of the increase.

(b) Payment Bond: The amount of the payment bond must equal—

- (1) 100 percent of the original contract price; and
- (2) If the contract price increases, and additional amount equal to 100 percent of the increase.
- (3) The amount of the payment bond must be no less than the amount of the performance bond.

(4) Any bonds required will be furnished by the Contractor to the Government prior to commencement of contract performance.

NOTE: Per FAR 28.202, Corporate sureties offered for bonds furnished with contracts performed in the United States or its outlying areas must appear on the list contained in the Department of Treasury Circular 570. The sureties list can be found at: <http://www.fms.treas.gov/c570/c570.html#certified>

#### M. ENVIRONMENTAL COMPLIANCE

In addition to the FAR and DFARS clauses included in this contract,

- (1) Contractor warrants that it is familiar with all local, county, state and Federal environmental regulations.
- (2) Contractor agrees to perform all required training and notifications concerning hazardous waste or materials related to contractor's activities and maintain an on-site listing of employees so trained.
- (3) Contractor agrees to properly manage all hazardous waste and materials related to contractor's activities.
- (4) Contractor agrees that it shall reimburse the Government for any penalties assessed against the Government by any Environmental Regulatory Agency for environmental violations related to Contractor activities.
- (5) Contractor agrees to include this provision in each subcontract.

#### N. ANTI-TERRORISM INFORMATION AND CONSIDERATIONS

1. Base Entry: All contractor vehicles will enter through the SAC Gate and have a proper vehicle search conducted. Exceptions to this policy will be coordinated through the contracting officer and appropriate security forces personnel.

2. Areas Off Limits: The following areas are off limits unless given specific permission, an escort, or work is to be performed in the area listed. Restricted areas, flight line area, General's row, dormitories (Bldgs 324, 326, 365, 367, 400 and 402), Bldg 500 complex, and gymnasiums (Offutt Field House and Frady Fitness Center). Travel to and from the worksite will be made by the most direct route possible.

3. Force Protection Conditions (FPCONS): FPCONS describe the progressive level of countermeasures in response to a terrorist threat to US military facilities and personnel. Force Protection Condition measures are used to deter terrorist attacks on DoD facilities and personnel by:

- (1) Varying routines.
- (2) Being sensitive to changes in the security atmosphere around DoD facilities and personnel.

The five FPCONS are defined as the following:

(1) Normal: This condition applies when a general global threat of possible terrorist activity exists and warrants a routine security posture

(2) Alpha: This condition applies when a general threat of possible terrorist activity against personnel and facilities, the nature and extent of which are unpredictable.

(3) Bravo: This condition applies when an increased and more predictable threat of terrorist activity exists.

(4) Charlie: This condition applies when an incident occurs or intelligence is received indicating some form of terrorist action or targeting against personnel or facilities is likely.

(5) Delta: This condition applies in the immediate area where a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location or person is imminent.

Contractors may be asked to leave the base or not be allowed to enter the base when in elevated FPCONS. For further information concerning FPCONS, contact the contracting administrator or contracting officer for additional guidance.



4. Contractors identified as mission essential, have been briefed on additional duties and responsibilities associated with increased FPCONs.
5. Suspicious Activities/Stolen Equipment: Please report any suspicious activity or stolen equipment to the Law Enforcement Desk at 294-6110.
6. Searches/Spot Checks: During increased Random Force Protection Measures (RAMs) contractors and their equipment are subject to search via RAMs at any time. Spot checks may also be conducted due to RAMs.
7. Identification: Contractor personnel must keep base issued identification on their person while working on base.

#### O. SALES TAX

Offutt Air Force Base is exempt from paying state and local taxes on purchases that it makes per the United States Constitution.

Nebraska Revised Statutes, Sec. 77-2704.02 and Nebraska Sales and Use Tax Regulations 1-12 and 1-72 implement this policy and are applicable to this purchase. The Nebraska Form 13, Nebraska Resale or Exempt Sale Certificate, is applicable to exempt taxes for contracts for services and commodities and labor on construction projects. 55 CONS can not provide signed Nebraska Forms 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, to exempt State taxes for construction contract materials. Therefore, for construction only, per FAR 52.229-3 or 52.229-4, applicable Nebraska State tax costs for materials should be included in the bid/proposal submitted by the offeror/contractor.



## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8 (Dev)	Payrolls and Basic Records (Deviation)	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-16 Alt I	Progress Payments (Apr 2003) - Alternate I	MAR 2000
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	FEB 2009
52.246-21	Warranty of Construction	MAR 1994



52.248-3	Value Engineering-Construction	SEP 2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

### 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS (MAR 2009)

(a) Definitions. As used in this clause—

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.



(6). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at [www.FederalReporting.gov](http://www.FederalReporting.gov).

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and



(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 380 Days\* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$162.36 for the first day and \$120.95 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

##### 52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (MAR 2009) ALTERNATE I (MAR 2009)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.



(c) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

(1) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract or a subcontract hereunder; and

(2) Interview any officer or employee regarding such transactions.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) (1) Except as provided in paragraph (e)(2), the Contractor shall insert a clause containing the provisions of this clause, including this paragraph (e), in all subcontracts.

(2) The authority of the Inspector General under paragraph (c)(2) of this clause does not flow down to subcontracts.

(End of clause)

#### 52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS— BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. As used in this clause—

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Domestic construction material means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States.

Foreign construction material means a construction material other than a domestic construction material.

Manufactured construction material means any construction material that is not unmanufactured construction material.



Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

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(Contracting Officer to list applicable excepted materials or indicate “none”)

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
  - (B) Unit of measure;
  - (C) Quantity;
  - (D) Cost;
  - (E) Time of delivery or availability;
  - (F) Location of the construction project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.
  - (iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
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Item 1:

Foreign construction material _____	_____	_____	_____
Domestic construction material _____	_____	_____	_____

Item 2:

Foreign construction material _____	_____	_____	_____
Domestic construction material _____	_____	_____	_____



(List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.)

(Include other applicable supporting information.)

(\* Include all delivery costs to the construction site.)

(End of clause)

## 52.225-22 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-21).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-21 in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-21, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-21 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-21 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—



- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
  - (ii) May be accepted if revised during negotiations.
- (End of provision)

#### 52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
  - (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
  - (c) The amount of the bid guarantee shall be 20 percent of the bid price.
  - (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
  - (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.
- (End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>  
(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
  - (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2 ) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
- (End of clause)

## 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title : Repair Gas Mains/Valves Basewide

File: SGBP 06-0023-P3

Drawing Number 6050

(End of clause)



- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.
- (b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMBC A-76 competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen, Ms. Lorraine Cotton 129 Andrews Street Suite 102  
Langley AFB, VA 23665, Phone Number: (757) 764-5371,  
Fax Number: (757) 764-4400, Email Address: lori.cotton@langley.af.mil  
Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.
- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.
- (End of clause)

#### 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)

- (a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate to obtain a vehicle pass.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Failure to comply with these requirements may result in withholding of final payment.
- (End of clause)



## Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

## LIST OF ATTACHMENTS

<u>Attachment #</u>	<u>Title/Date</u>	<u>Pages</u>
Attachment 1	Bidders' Checklist	1 Page
Attachment 2	NCIC Memorandum	1 Page
Attachment 3	DOL Wage Determination NE080001 dated 03/13/2009 NE1	6 Pages
Attachment 4	Specifications, Repair Gas Mains/Valves Basewide, Project # SGBP 06-0023 P3 20 May 2008	CD
Attachment 5	Drawings, SGBP 06-0023; Sheets 1-14; 20 May 2008	CD

## NOTICE FOR POTENTIAL OFFERORS

\*\*\*Effective immediately Offutt AFB will no longer provide paper copies of drawings and specifications. Electronic drawings and specifications will be used to solicit offers/bids\*\*\*

**Instructions for viewing electronic drawings (.dwf files)**

Files with the .dwf extension can be viewed using AutoCAD 2004 version or higher. It is highly recommended that the most recent Autodesk DWF Viewer be downloaded in order to properly display files. The viewer is free and can be downloaded at:

<http://usa.autodesk.com>

**\*\*Please Note\*\***

Autodesk offers product support for Autodesk products. If you need to troubleshoot any problems you can contact Autodesk through the 'Support' link on their website.

## System requirements for downloading Autodesk DWF Viewer

- (a) Microsoft® Windows® XP Professional or Home Edition, Windows 2000 (SP4), or Windows 98 SE
- (b) 96 MB Ram minimum (128 MB recommended)
- (c) 800x600 VGA, 256-color display or better
- (d) Microsoft Internet Explorer 6.0 or higher

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237120

(2) The small business size standard is \$33.5 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (d) applies.

☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--



- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA



database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

#### 252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237120

(2) The small business size standard is \$33.5 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS clause No.	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2009)

(a) Definitions. Commercially available off-the-shelf (COTS) item, domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number)-----

(Country of Origin (If known))-----

(End of provision)



## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.232-13	Notice Of Progress Payments	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Construction Contract contract resulting from this solicitation.

(End of provision)

## 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

## 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance



Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
10 %	8%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Offutt AFB, NE 68113

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served

on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 55th Contracting Sq Attn: Theresa Hess 101 Washington Sq Offutt AFB, NE 68113

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Douglas D. Janney  
Address: 101 Washington Sq Offutt AFB  
Telephone: 402-232-6484

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 5352.215-9001 NOTICE OF PRE-BID/PRE-PROPOSAL CONFERENCE (MAY 1996)



- (a) A pre-bid/pre-proposal conference will be conducted at 9:00 am on 6 May 2009 at the Bellevue Welcome Center for the purpose of answering questions regarding this solicitation.
- (b) Submit the names of all attendees (not to exceed 2) to Douglas Janney at [douglas.janney@offutt.af.mil](mailto:douglas.janney@offutt.af.mil) prior to 28 April 2009. This information must be provided in advance in order to ensure access to the military base/conference site and adequate seating for the conference attendees.
- (c) Bidders/Offerors are requested to submit questions to the point of contact noted above not later than 28 April 2009. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.
- (d) A record of the conference shall be made and furnished to all prospective bidders/offerors. The record should include minutes of the meeting, including questions (on a non-attribution basis) and answers.

## Section M - Evaluation Factors for Award

INSTRUCTION TO BIDDERS**CONTRACT AWARD**

(a) Award will be made to the lowest responsible, responsive bidder that is otherwise eligible for award and

(a) It is in the best interest of the Government to award this invitation for bid; and

(b) Sufficient funds are available at time of award.

Bidders must fill in all pricing in Schedule B or be considered nonresponsive. Only one contract will be awarded.

**(b) Contract Award -- Sealed Bidding -- Construction (Aug. 1996)**

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of Provision)



## BIDDERS' CHECKLIST

The following is a list of actions that should be used to preclude irregularities. Offerors are encouraged to use this checklist when preparing their solicitation package.

\_\_\_\_\_ Have blocks 14, 15, 16, 17, 19, 21a, 21b, 21c of the SF 1442 been completed?

\_\_\_\_\_ Has the bid schedule been completed? Did you include a paper copy and an electronic copy with your offer?

\_\_\_\_\_ Are decimal points in the proper place?

\_\_\_\_\_ Have you checked the unit prices, extended prices and total price?

\_\_\_\_\_ Have all amendments (if any have been issued) to the IFB been acknowledged by completing blocks 8 & 15 of the SF 30 (amendment) and returning it with your offer?

\_\_\_\_\_ Have you completed online representations and certifications via ORCA at [www.bpn.gov](http://www.bpn.gov)?

\_\_\_\_\_ Are you registered with the Central Contractor Register (CCR) located at [www.bpn.gov](http://www.bpn.gov)? Is your registration current? To include the applicable NAICS 238220

\_\_\_\_\_ Did you provide the information required under Solicitation Section L, entitled "Preparation of Bids-Construction"?

**THIS LIST MAY NOT BE ALL-INCLUSIVE. IT IS THE OFFERORS' RESPONSIBILITY THAT THEY COMPLETE AND PROVIDE ALL REQUIRED INFORMATION/DOCUMENTATION WITH THEIR OFFER. FAILURE TO PROVIDE ALL REQUIRED INFORMATION MAY RESULT IN THE OFFER BEING CONSIDERED NON-RESPONSIVE, RECEIVING A NEUTRAL RATING, OR EXCLUSION FROM THE COMPETITIVE RANGE.**

DATE: \_\_\_\_\_

MEMORANDUM FOR 55 SFS/S5A

FROM: \_\_\_\_\_  
(Companies Name)

SUBJECT: Contractor Employee Base Access Request - \_\_\_\_\_  
(Contract Number)

1. Request a temporary base pass for \_\_\_\_\_ (Employee's Name) for a period of 30 days / 60 days / 90 days / 120 days / 1 year or \_\_\_\_\_ days beginning on \_\_\_\_\_ and expiring on \_\_\_\_\_. The pass will be utilized for work on the following days and times (i.e. M-F, 8:00am to 5:00pm):  
\_\_\_\_\_.

2. This individual will be employed as a \_\_\_\_\_ on contract  
\_\_\_\_\_ supporting \_\_\_\_\_ (AF unit/organization) and will perform the following duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3. The following information is provided for granting entry onto Offutt AFB.

**PERSONAL INFORMATION:**

NAME: \_\_\_\_\_

SSN: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Birth: \_\_\_\_\_

Driver's License Number and State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

3. I certify that if for any reason this individual's authorization to enter the installation is terminated, I will retrieve the Visitor Pass and turn it in to the Visitor Center within 3 business days. I will brief the individual that the issued pass is issued for employment purposes only and is to be used exclusively during the hours of contract work requiring access to the base. I will brief the individual that the issued pass only allows access to the place of employment as required by the contract. A valid picture ID is required to be shown along with the Visitor Pass when entering the installation.

\_\_\_\_\_  
(Contractor POC printed name and signature)

\_\_\_\_\_  
(Duty Title and Phone Number)

**PRIVACY ACT STATEMENT INFORMATION**

**Authority:** 10 USC 8013, 44 USC 3101, and EO 9397

**Purpose:** to record personal information to determine whether a pass should be granted to allow installation access

**Routine Uses:** NONE

**Disclosure is Voluntary:** Failure to disclose the requested information will result in denial of entry to the installation



WAGE DETERMINATION

General Decision Number: NE080001 03/13/2009 NE1

Superseded General Decision Number: NE20070001

State: Nebraska

Construction Types: Heavy and Highway

Counties: Douglas, Sarpy, Saunders and Washington Counties in Nebraska.

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges) SAUNDERS COUNTY (EAST OF HWY. #109 EXTENDED NORTH AND SOUTH TO THE COUNTY LINE)

Modification Number	Publication Date
0	02/08/2008
1	02/22/2008
2	06/20/2008
3	06/27/2008
4	07/18/2008
5	08/08/2008
6	11/14/2008
7	12/19/2008
8	01/16/2009
9	01/30/2009
10	02/06/2009
11	02/13/2009
12	03/13/2009

\* CARP0444-002 06/01/2008

	Rates	Fringes
CARPENTER.....	\$ 23.81	8.23
Piledriver.....	\$ 23.81	8.23
-----		
ELEC0022-002 06/01/2008		

DOUGLAS AND SARPY COUNTIES; SAUNDERS COUNTY (east of Hwy. #109 and north of U.S. Alternate Highway No. 30 (Route 92)); AND WASHINGTON COUNTY:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.75	12.01

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ELEC0265-001 06/01/2008

SAUNDERS COUNTY (east of Hwy. #109 and south of U.S. Alternate Hwy. No. 30 (Route 92)):

	Rates	Fringes
Electricians:		
Zone 1.....	\$ 24.37	4.5%+8.42
Zone 2.....	\$ 24.67	4.5%+8.42
Zone 3.....	\$ 24.97	4.5%+8.42
Zone 4.....	\$ 25.37	4.5%+8.42

ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the main Post Office in Lincoln, NE

Zone 2: 36 to 50 miles from the main Post Office in Lincoln, NE

Zone 3: 51 to 75 miles from the main Post Office in Lincoln, NE

Zone 4: 76 miles and over from the main Post Office in Lincoln, NE

FOOTNOTE:

Work on scaffolds, hanging scaffolds, boatswains chairs or ladders, etc., in any area where the worker is in a position to fall 40 ft. or more, or where objects above the worker can fall 40 ft. or more: to be paid one and one-half times the straight- time rate of pay.

ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the main Post Office in Lincoln, NE

Zone 2: 36 to 50 miles from the main Post Office in Lincoln, NE

Zone 3: 51 to 75 miles from the main Post Office in Lincoln, NE

Zone 4: 76 miles and over from the main Post Office in Lincoln, NE

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ELEC1525-001 09/04/2006

LINE CONSTRUCTION:

	Rates	Fringes
Line technicians:		
Cable splicer; Line welder..	\$ 30.75	23.75%+5.00
Ground person.....	\$ 18.50	23.75%+5.00
Line equipment operator.....	\$ 25.67	23.75%+5.00



Line technician.....	\$ 28.60	23.75%+5.00
Truck driver.....	\$ 20.53	23.75%+5.00

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ELEC1525-002 09/04/2006

Rates	Fringes
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Traffic signal, street light  
and underground work:

Cable splicer; Line welder..	\$ 30.75	23.75%+5.00
Equipment operator.....	\$ 25.67	23.75%+5.00
Ground person.....	\$ 18.50	23.75%+5.00
Line technician.....	\$ 28.60	23.75%+5.00
Truck driver.....	\$ 20.53	23.75%+5.00

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ENGI0571-003 06/01/2008

Rates	Fringes
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Power Equipment Operator

Group 1.....	\$ 15.91	7.45
Group 2.....	\$ 19.90	7.45
Group 3.....	\$ 21.58	7.45
Group 4.....	\$ 22.37	7.45
Group 5.....	\$ 25.56	7.45

Group 1: Oiler, Greaser, Air Compressors, Welding machines, Pumps, Rollers, Hydro Hammer, Concrete Pumps, Rubber Tired Farm Tractors, Spread Oiler less than 2 years experience.

Group 2: Offroad heavy haulers, Rough Dozer, Rough Blade, Cure & Tyne Machine, Pug Mill, Ferguson type tractors (Workbull with high tecco), Asphalt Roller, Forklift, Oil Distributor, Boom Trucks under 5000lbs, Self-Propelled Compactor, Scrapers and Tractor-Scraper Combination (With less than 2 years experience).

Group 3: One & Two Drum hoits, Tuggers, Trenchers, Concrete spreader & Finishing Machine, Loaders, Spread Oiler more than 2 years experience, Bantam Type Tamper, Rubber Tired Tractor Backhoe, Finish Dozer, Scraper and Tractor-Scraper Combination (with less than 3 years experience).

Group 4: Trimmers, Backhoes/Excavator, Machanic, Slipform Pavers, Asphalt Plants-Concrete Plants, Laydown machines, Concrete PUMP Trucks, Finish Blade, Scraper and Tractor-Scraper Combination (with more than 3 years experience).

Group 5: Cranes, Bridge Desk Finishers, Excavator used for hoisting to construct Bridges and Box Culverts.

#### FOOTNOTES:

Operation of an articulating, Pitman type boom truck with

single axle truck and lift capacity of less than 5,000 lbs., used to put construction materials in place: 90% of the group 2 rate.

When two (2) scraper units or two push cat units capable of operating separately are hooked together in tandem for single operation, the operator shall receive twenty-five cents (\$0.25) over the classification worked.

When air compressors are used for operating the hammer when pulling or driving pile and the compressor operator is required to operate the air valve for such hammer, such compressor operator shall receive the top wage rate.

Operators working in tunnels and caverns under compressed or free air shall receive forty cents (\$0.40) above their classification.

Hazardous waste removal work requiring the wearing of personal protective equipment and/or suits, to be paid as follows:

Class A: \$3.00 additional per hour  
Class B: 2.00 additional per hour  
Class C: 1.00 additional per hour  
Class D: no premium pay.

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IRON0021-003 06/01/2008

	Rates	Fringes
IRONWORKER.....	\$ 25.88	9.45

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LABO1140-001 10/01/2008

DOUGLAS and SARPY COUNTIES; SAUNDERS COUNTY (east of Hwy. #109)

	Rates	Fringes
LABORER		
Form setter, pre-cast		
manhole setter, inlet		
builder.....	\$ 18.09	6.80
General Laborer.....	\$ 17.36	6.80
Mortar mixer, Concrete saw		
operator, Pipelayer and		
Chain saw operator.....	\$ 17.65	6.80

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LABO1140-003 10/01/2008

WASHINGTON COUNTY

	Rates	Fringes
Laborers:		
Form setter, pre-cast		



manhole setter, inlet  
builder.....\$ 18.09          6.80

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PAIN0081-010 06/01/2008

	Rates	Fringes
PAINTER.....	\$ 20.43	6.40

FOOTNOTES:

Work performed above 75 ft. on suspended staging: \$.50 per hour additional.

Spray machine operator: \$.50 per hour additional.

Nozzle operator for sandblasting and waterblasting (waterblasting more than 10,000 PSI) (including all side arm grinder operators engaged in removing paint or preparing for painting): \$.50 per hour additional.

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SUNE1988-001 12/20/1988

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.62	3.00

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SUNE1993-001 08/05/1993

	Rates	Fringes
Sprinkler Installer (lawn).....	\$ 6.55	

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TEAM0554-001 01/01/2009

	Rates	Fringes
Truck drivers:		
Low Boy Driver.....	\$ 18.02	6.95
All Other Work.....	\$ 16.77	6.95

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor



200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.